

**LESTER & ASSOCIATES, P.C.**

Attorneys at Law  
600 Old Country Road, Suite 229  
Garden City, New York 11530  
Telephone (516) 357-9191  
Facsimile (516) 357-9281  
[www.rlesterlaw.com](http://www.rlesterlaw.com)  
[rlester@rlesterlaw.com](mailto:rlester@rlesterlaw.com)

ROY J. LESTER \*

\*ALSO ADMITTED IN CA

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GABRIEL R. KORINMAN  
PETER K. KAMRAN  
ROBERT A. DRUMMOND

March 6, 2017

Paul Vierengel and Annemarie Vierengel  
58 Huntington Road  
Garden City, NY 11530

Dear Paul Vierengel and Annemarie Vierengel:

Please sign the below Retainer Agreement.

We have retained the law firm of LESTER & ASSOCIATES, P.C., 600 Old Country Road, Suite 229, Garden City, New York, to represent us in a Chapter 13 Bankruptcy Proceeding.

The office of LESTER & ASSOCIATES has explained to us that for \$2500.00, plus \$1500.00 administrative fee, plus the \$310.00 chapter 13 filing fee they will perform the services listed below.

1. Preparation and filing of a Chapter 13 petition, statement and plan for us.
2. Stop garnishment of our wages, if necessary.
3. Provided Representation for us at the Section 341 Hearing (first court hearing) and at all adjournments except those caused by our failure to come to Court or provide documentation for our case.
4. Preparation and filing of amended plans, if necessary.
5. Represent us at the Confirmation Hearing (second court hearing if necessary) and appear at all adjournments except those caused by:
  - a. our failure to appear for the scheduled hearing; or
  - b. our failure to provide documentation previously requested which is necessary for our confirmation;
  - c. our failure to be current with the trustee or any creditor.

LESTER & ASSOCIATES has also explained to us that there will be an additional charge for the following services:

1. Attend an adjourned Section 341 or Confirmation hearing caused by our failure to come to Court or any of the reasons listed in paragraph number 5 above - \$250.00.
2. Defense of a motion to dismiss our plan because of our failure to pay mortgage payments - \$1000.00 or higher (depending upon location of Court and complexity of case).
3. Defense of a motion to dismiss our plan due to our failure to make plan payments - \$350.00 - \$650.00 (depending upon location of Court and complexity of case).
4. Amending schedules to include an asset or debt or credit we failed to tell LESTER & ASSOCIATES about or accurately failed to portray prior to the preparation of our petition - \$200.00 plus court filing fee.
5. Preparation of motions and affidavits in support of the plan, including but not limited to, affidavits of support or explanation, objections to claims, motions to expunge a claim, motions to void a judicial and statutory liens, motions to "cram-down" a mortgage, motions to cite for contempt, motions to recover an asset and similar affirmative relief at an hourly rate of \$375.00 for partners of the firm and \$250.00 for associates of the firm, with a minimum retainer according to the circumstances.
6. Conversion to Chapter 7 proceeding including preparation of schedules and attendance at Chapter 7 Section 341 Hearing - \$500.00 (If filed under Chapter 13) plus \$25.00 filing fee.

LESTER & ASSOCIATES has also explained to us that they are not retained for any adversary motion and in the event one is brought, LESTER & ASSOCIATES will only represent us upon the signing and agreement of a separate retainer.

We understand that LESTER & ASSOCIATES represents us THROUGH DISMISSAL OR DISCHARGE ONLY. Our representation by this firm, after dismissal or discharge, is subject to an additional agreement with this firm and will be at the hourly rate of \$375.00 for partners of the firm, and \$275.00 for associates of the firm. Appeals are outside the scope of this retainer as well. If we accept the services of LESTER & ASSOCIATES after dismissal or discharge, we will be responsible for all fees and costs incurred by LESTER & ASSOCIATES in connection therewith. We understand that the firm's fees are reviewed annually and that this may result in a fee increase, and that the firm will notify us in writing in advance of any fee increase.

We understand that if we do not pay the additional fees to LESTER & ASSOCIATES before the case is confirmed that LESTER & ASSOCIATES will file an amended proof of claim for the additional fees due them and that we will receive a copy of this amended proof of claim in the mail.

We understand that if we fail to pay the fee agreed upon in this retainer when it becomes due, LESTER & ASSOCIATES may ask the Court to be relieved as our attorney.

We agree to inform you of any change in address and agree the above address can be used until otherwise notified.

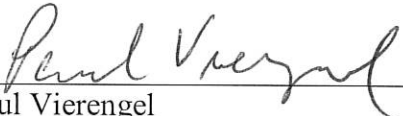
We have received a copy of this Retainer today. We have read it, understand it and agree to it.

We understand that the fees quoted above are estimated based on a matter of average complexity at an hourly rate of \$375.00 per hour.

Should we decide to discontinue this matter at any time, we agree to sign a written statement to that effect and will be charged for all services performed up until such a statement is received by the firm. We agree to pay promptly any bill rendered for such services. We further agree that in the event the above fees and costs are unpaid and collection efforts are necessary, we will be liable for reasonable attorney fees and costs.

SPECIAL NOTE: We understand there is no protection against foreclosure/eviction/garnishment until the petition is filed in Court. We understand our petition will not be filed until we have paid LESTER & ASSOCIATES \$2500.00, plus the \$310.00 chapter 13 filing fee with the balance to be paid under the plan. Further, we understand that this petition was prepared from information provided to LESTER & ASSOCIATES by us and that we are responsible to make sure ALL OUR CREDITORS are listed on our petition and that WE ARE RESPONSIBLE TO REVIEW THE SCHEDULES FOR ACCURACY! We understand they are relying on our representations as to its accuracy and understand there will be additional charges for any corrections.

Dated: March 6, 2017

  
Paul Vierengel

  
Annemarie Vierengel

A NO NONSENSE STATEMENT OF THE FACTS OF YOUR CHP. 13 OBLIGATIONS

We/I the undersigned have been informed of the following facts and by initialing to the side of each of these statements hereby acknowledges that we have read and understood same:

1. We/I understand that regular monthly payments must be made to the secured creditors IN ADDITION TO the plan payments to the trustee by the date due.

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2. That the payments to the secured creditors are due on the next regular due date after the date of filing, (That is, if I file on the 30th of the month and my payments are due on the 1st of the month, my first payment is due a day or two after I file. If I file on the 2nd day of the month and my first payment is due on the 1st of the month, my payments are due one month after I file.)

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3. That the payments to the trustee are due 30 days after the date that I file my petition. (That is, if I file my petition on the 15th, trustee payments are due on the 15th of the next month.)

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4. That if I do not make payments to the trustee, by the dates due, MY PETITION WILL BE DISMISSED upon motion of the trustee.

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5. That I must keep copies of the payments to the trustee, and send copies to LESTER & ASSOCIATES when payments are made.

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6. That if I do not make payments to the Secured Creditors, by the dates due, and keep copies of those payments, THE STAY WILL BE LIFTED AND MY HOUSE WILL BE FORECLOSED ON!

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7. That if I do not file a plan within 15 days of the initial filing, MY PETITION MAY BE DISMISSED 15 days after filing.

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8. That if an appraisal or tax returns are required by the trustee and I do not supply them prior to my confirmation hearing MY PETITION WILL BE DISMISSED AND MY HOUSE WILL BE FORECLOSED ON!

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9. That if I do not attend the meeting of Creditors MY PETITION WILL BE DISMISSED AND MY HOUSE WILL BE FORECLOSED ON!

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10. That I am responsible to make sure ALL MY CREDITORS are listed on my petition and that I AM RESPONSIBLE TO REVIEW THE SCHEDULES FOR THIS ACCURACY!

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11. That I am responsible to review all of the quarterly trustee reports, which disclose my payment history, all of the filed claims of my creditors and the disbursement breakdown of my payments. I AM RESPONSIBLE TO REVIEW THESE REPORTS AND NOTIFY LESTER & ASSOCIATES OF ANY ERRORS IMMEDIATELY!

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PAUL VIERENGEL AND ANNEMARIE VIERENGEL being sworn, say: that I/We am/are the petitioner(s) in this attached case; and deponent has read the foregoing

NO NONSENSE EXPLANATION OF CHAPTER 13 OBLIGATIONS

and know and understand the contents thereof; and that I will comply with each and every obligation in order to successfully complete my Chapter 13 Bankruptcy.

Date: March 6, 2017

Paul Vierengel  
PAUL VIERENGEL  
Annemarie Vierengel  
ANNEMARIE VIERENGEL

STATEMENT OF INFORMATION REQUIRED BY 11 U.S.C 341

INTRODUCTION TO PAUL AND ANNEMARIE VIERENGEL:

Pursuant to the Bankruptcy Reform Act of 1994, the office of the United States Trustee, United States Department of Justice, has prepared this information sheet to help you understand some of the possible consequences of filing a bankruptcy petition under chapter 7 of the Bankruptcy Code. This information is intended to make you aware of--

- (1) the potential consequences of seeking a discharge in bankruptcy, including the effects on credit history;
- (2) the effect of receiving a discharge of debts;
- (3) the effect of reaffirming a debt; and
- (4) your ability to file a petition under a different chapter of the Bankruptcy Code.

There are many other provisions of the Bankruptcy Code that may affect your situation. This information sheet contains only general principles of law and is not a substitute for legal advice. if you have questions or need further information as to how the bankruptcy laws apply to your specific case, you should consult with your lawyer.

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WHAT IS A DISCHARGE?

The filing of a chapter 7 petition is designed to result in a discharge of most of the debts you listed on your bankruptcy schedules. A discharge is a court order that says you do not have to repay your debts, but there are a number of exceptions. Debts which may not be discharged in your chapter 7 case include, for example, most taxes, child support, alimony, and student loans; court-ordered fines and restitution; debts obtained through fraud or deception; personal injury debts caused by driving while intoxicated or taking drugs. Your discharge may be denied entirely if you, for example destroy or conceal property; destroy, conceal or falsify records; or make a false oath. Creditors cannot ask you to pay any debts which have been discharged. You can only receive a chapter 7 discharge once every eight (8) years.

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WHAT ARE THE POTENTIAL EFFECTS OF A DISCHARGE?

The fact that you filed bankruptcy can appear on your credit report for as long as 10 years. Thus, filing a bankruptcy petition may affect your ability to obtain credit in the future. Also, you may not be excused from repaying any debts that were not listed on your bankruptcy schedules or that you incurred after you filed bankruptcy.

  
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#### WHAT ARE THE EFFECTS OF REAFFIRMING A DEBT?

After you file your petition, a creditor may ask you to reaffirm a certain debt or you may seek to do so on your own. Reaffirming a debt means that you sign and file with the court a legally enforceable document, which states that you promise to repay all or a portion of the debt that may otherwise have been discharged in your bankruptcy case. Reaffirmation agreements must generally be filed with the court within 60 days after the first meeting of creditors.

Reaffirmation agreements are strictly voluntary-- they are not required by the Bankruptcy Code or other state or federal law. You can voluntarily repay any debt instead of signing a reaffirmation agreement, but there may be valid reasons for wanting to reaffirm a particular debt.

  
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#### OTHER BANKRUPTCY OPTIONS

You have a choice in deciding what chapter of the Bankruptcy code will best suit your needs. Even if you have already filed for relief under chapter 7, you may be eligible to convert your case to a different chapter.

Chapter 7 is the liquidation chapter of the Bankruptcy Code. Under chapter 7, a trustee is appointed to collect and sell, if economically feasible, all property you own that is not exempt from these actions.

Chapter 11 is the reorganization chapter most commonly used by businesses but it is also available to individuals. Creditors vote on whether to accept or reject a plan, which also must be approved by the court. While the debtor normally remains in control of the assets, the court can order the appointment of a trustee to take possession and control of the business.

Chapter 12 offers bankruptcy relief to those who qualify as family farmers. Family Farmers must propose a plan to repay their creditors over a three-to five year period and it must be approved by the court. Plan payments are made through a chapter 12 trustee, who also monitors the debtors' farming operations during the pendency of the plan.

Finally, chapter 13 generally permits individuals to keep their future income. Each chapter 13 debtor writes a plan which must be approved by the bankruptcy court. The debtor must pay the

chapter 13 trustee the amounts set fourth in their plan. Debtors receive a discharge after they complete their chapter 13 repayment plan.

Chapter 13 is only available to individuals with regular income whose debts do not exceed \$1,383,175 (\$336,900 in unsecured debts and \$1,149,525 in secured debts).

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AGAIN PLEASE SPEAK TO YOUR LAWYER IF YOU NEED FURTHER INFORMATION OR EXPLANATION, INCLUDING HOW THE BANKRUPTCY LAWS RELATE TO YOUR SPECIFIC CASE.

We/I the undersigned have been informed of the following facts and by initialing to the side of each of these statements and hereby signing underneath acknowledges that we have read and understood same:

  
\_\_\_\_\_  
PAUL VIERENGEL

  
\_\_\_\_\_  
ANNEMARIE VIERENGEL